This decision reaches the satisfactory result of entirely abolishing the troublesome rule against collateral advantages. Since the repeal of the usury laws with the consequence that in the absence of fraud or oppression there was no limit to the rate of interest that might be charged in a mortgage, no sound reason remained for its retention. A stipulation for a collateral advantage it would seem could no more be considered a clog on the equity of redemption than could an increase in the rate of interest. Redemption in both cases would be made more difficult, but the right to redeem on the performance of the agreement would always remain. That this right could not be exercised for a limited period is no objection, as provisions of that nature have always been allowed. The rule of the principal case, that a stipulation is invalid only when repugnant to the continuance of the instrument as a mortgage, has the advantage of simplicity and of conforming to the modern tendency to allow freedom of contract. Though a conspicuous instance of judicial legislation, the case will probably be followed.

JURISDICTION IN GARNISHMENT OF DEBTS. — What jurisdictional facts are necessary to give validity to proceedings in the garnishment of a debt is a question difficult of solution in the actual state of the authorities. It may be stated generally that the trend of decision declares that a debt has, for the purposes of attachment, a *situs*, and that this *situs* must be within the jurisdiction of the court where relief is sought. Within this general rule there is a marked conflict of opinion where this *situs* is to be found. The prevalent view would seem to be that the *situs* of a debt for the purposes of garnishment is at the domicil of the debtor, the garnishee. *Chicago, R. I. & P. R. Co.* v. *Sturm*, 174 U. S. 710; *Nichols* v. *Hooper*, 17 Atl. Rep. 134 (Vt.). The *situs*, however, may be at the domicil of the creditor; of course, to attach the debt there must also be service of process on the debtor, who accordingly must be capable of being reached at the creditor's residence. *Louisville & N. R. Co.* v. *Nash*, 23 So. Rep. 825 (Ala.). Again, if the debt is a judgment debt it can only be seized at the place where the judgment was rendered, provided as before service of process can be had on the garnishee. *Noble* v. *Thompson Oil Co.*, 79 Pa. St. 354. Still another view, while recognizing that the debt has a *situs*, insists that, wherever the garnishee could be sued by the principal defendant, the creditor, there the debt may be attached. *Wyeth H. & M. Co.* v. *Lang*, 127 Mo. 242. This far-reaching rule, which conceives of the debtor as carrying the obligation with him wherever he goes, is anomalous and based on no sound reason.

Two recent decisions take different positions, — one regards the domicil of the creditor as material, the other that of the debtor. In *Central of Georgia Ry. Co.* v. *Brinson*, 34 S. E. Rep. (Ga.), the debtor was a resident, the principal defendant a non-resident, who was not served on personally, and jurisdiction was denied because the *situs* of the debt for the purposes of garnishment is at the domicil of the creditor. In *King* v. *Cross*, 20 Sup. Ct. Rep. 131, it was held that the garnishment of a resident debtor for a debt due to a non-resident defendant was not void. As a matter of principle it is hard to see how anything incorporeal, without length, breadth, or thickness, such as a debt, can have any *situs*. For some purposes, however, such as taxation and administration, a chose in action is treated as if it had a *situs*. Here, too, attachment is

a case where it must be treated as a chattel. Ordinarily speaking, no court can be said to control the debt and compel the debtor to pay and the creditor to accept payment but the court which has jurisdiction over both those parties. If, however, the debtor and the place of payment be within the jurisdiction, the court may well compel the debtor to pay over and declare a discharge; and only in those two cases can a valid discharge of the debt be decreed. 12 HARVARD LAW REVIEW, 214. In the light of this the actual result reached in the Georgia case would seem correct, since neither the creditor nor the place of payment were within the control of the Georgia court. The point has come before the Supreme Court of the United States twice during the last year, and this is of much practical importance. The decisions following the weight of authority will probably settle the question in this country for the future, — the *situs* of a debt for the purposes of attachment will be at the domicil of the debtor.

INCORPORATION IN TWO STATES. — The status of a company incorporated in more than one jurisdiction is an anomaly that deserves more scientific treatment than it has yet received. On the usual theory that corporate existence, since created and continued only by force of the sovereign declaration of a state, is limited strictly to the territory of that state, dual incorporation produces two distinct entities in law, when for all business purposes there exists but one. *Ohio & Mississippi R. R. Co.* v. *Wheeler*, 1 Black, 286; *Chic. & N. W. Ry. Co.* v. *Auditor General*, 53 Mich. 79. And yet in many cases courts have to regard these corporations as units: thus, a stockholders' meeting held in one state according to its charter will be deemed a fulfilment of a similar requirement in the charter of the other state. *Graham* v. *Boston, Hartford & Erie R. R. Co.*, 118 U. S. 161. For purposes of Federal jurisdiction such corporation is treated as a citizen only of the state originally incorporating. *St. Louis & San Francisco Ry* v. *James*, 161 U. S. 545.

The problem of unity or duality is avoided where only the incorporating states are involved, for when two charters confer different degrees of power, it would seem that each state must determine the enforcibility of contracts made within its borders by its own limitations. When acts of the corporation in third states are in question, however, the problem is of more than mere metaphysical importance, as appears from a recent decision of the St. Louis Court of Appeals. *Martinez* v. *Probst*, 32 Chic. Leg. News, 166. A benefit society incorporated in Kentucky got another charter in Missouri. Its lodge in Louisiana then contracted with a member for a death benefit payable to one who could take under the Kentucky charter, but not under the Missouri laws. On the death of this member, his heirs sued on this contract in Missouri, claiming that the beneficiary named was not entitled, and the corporation by bill of interpleader brought in the beneficiary and paid the fund into court. The majority opinion held that the intent of the parties was to act under the Kentucky charter; that there was nothing in the policy of Missouri against the enforcement of such contracts; that though in each of the incorporating states the corporation could act only under its local charter, in all other states it may act under either; that the contract was, therefore, enforcible.

To attain this desirable result, it is clear that the idea of dual existence must again be disregarded; for it would be impossible to enforce against